

State of South Carolina,
County of Greenville.

Know all men by these presents that We, the undersigned heirs and devisees of Henry A. -
Cauble, late of Greenville, S.C., of the first part, and Charles French Toms, Jr., of
Asheville, N.C., of the second part, have this day for divers valuable considerations,
receipt whereof is hereby acknowledged, contracted to and with each other as follows:-

First. Parties of first part are the owners and presently seized and possessed of the
following described land in the City of Greenville, S.C., Viz:-

Beginning at a Stake in the east margin of South Main Street and in the south margin of an
alley extending through the block, at a point 140.60 feet from the intersection of the
east margin of South Main Street with the South margin of Broad Street and 301.40 feet
from the intersection of the east margin of South Main Street with the North margin of
Murphy Street and runs thence with the east margin of South Main Street South about
fifteen degrees West 100 feet, to the northwest corner of the lot formerly owned or
occupied by O.K. Mauldin; thence with the northern line of said lot and parallel with Broad
Street in a northeasterly direction 179.9 feet to a stake, the Northeast corner of said
lot; thence with the eastern line of said lot in a southerly direction and parallel to the
east margin of South Main Street 102 feet to the southeast corner of said lot, the same
being the common corner of four lots, including the premises; thence in a south easterly
direction and parallel with the south margin of Broad Street 184 feet to the west margin
of Falls Street, the southeast corner of premises to be conveyed; thence with the west
margin of Falls Street in a north-easterly direction 226.50 feet to the intersection of
said Street by aforesaid alley; thence with the south margin of said alley in a north
easterly direction and parallel with the south margin of Broad Street 241 feet to a bend
in the alley due south of the southwest corner of a fifty foot lot; thence South 87
degrees West 45 feet to a bend in the alley at a point 81 feet from the east margin of
South Main Street and 140.6 feet from the south margin of Broad Street; thence in a
northwesterly direction and parallel with the south margin of Broad Street 81 feet to the
beginning, the north line of the aforesaid lot being coterminous with said alley, together
with the right to use said alley in common with other abutting proprietors.

Second. Parties of first part have and do hereby agree and obligate themselves, their
heirs, representatives and assigns to duly execute and deliver to said party of second
part, his heirs, representatives and assigns, all such conveyances and assurances of
title as may be necessary to vest in him or them the full and unencumbered title in fee
simple to premises as described herein and every part thereof with all rights therein
of every kind and all appurtenances, upon the payment to them or their order, their
executors and administrators and assigns of the sum of \$3,975.00 in cash, to be credited
by the sum of \$2,000.00 herewith deposited as an assurance of good faith, to be paid
only when said conveyances for the full and complete title and assurances are effectually
delivered;

Third. The purchase price aforesaid has been computed on an agreed basis of valuation,
Viz: \$500.00 per front foot for South Main - frontage and \$150.00 per front foot for -
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Falls Street frontage, said frontages to vary not more than five per cent of the estimate
herein, and if upon an accurate survey either frontage is more or less than presently
understood and represented herein to be correct the purchase price quoted above is to be re-
vised to correspond to the precise frontage when finally proven;

Fourth. Parties of first part agree to warrant title to said premises as described as fully and
effectually as the laws of South Carolina permit; to purchase and convey any outstanding
rights, interests and obligations; to promptly institute all suits or proceedings necessary to
secure, protect and convey the title in fee simple, together with all appurtenances, to party
of second part, his heirs, representatives and assigns;

Fifth. Party of second part hereby agrees to purchase said land as described upon the terms
aforesaid and to and pay therefor to parties of first part, their heirs, representatives and
assigns or to their order the purchase money aforesaid within ninety days after all instruments
necessary to the transfer have been duly executed and deposited for delivery to him or his order
and upon complete performance by parties of first part, their heirs, representatives or assigns
of all their covenants herein;

Sixth. The Norwood National Bank of Greenville South Carolina, is satisfactory to all parties
as the depository of the assurances and purchase money necessary to complete the transfer of
title to said land and their contract shall take effect and become obligatory on all parties
hereto, their wives, heirs, representatives and assigns from and after its execution in due
form of law and the deposit of Two Thousand Dollars in cash by party of the second part with
said depository, is to be retained on interest until the consummation of the transfer of title
to said land and paid over as part of the purchase price therefor; it being understood and
agreed however, that in case the party of the second part should for any cause refuse or fail
to carry out his part of this contract then the said sum of Two thousand dollars is to be
forthwith paid by the Bank to the parties of the first part as liquidated damages.

Seventh. Party of the second part agrees to purchase aforesaid premises subject only to the
leasehold rights of the present tenant of the ^{Filling} gasoline station on said land upon the
assignment and transfer to him or his order by parties of first part, their heirs, represen-
tatives or assigns, of any and all rights and interests they or any of them may now, or
hereafter, have to receive, collect and demand the rents, issues and profits heretofore reserved
by them. It is represented and agreed that this lease shall not be assigned, extended or
enlarged and that, with the renewal privilege claimed by the present occupants, the same will
expire and cease to encumber any portion of the premises after May 12th, 1925.

Eighth. This instrument has been executed in duplicate so that parties of first part and
party of second part may be each duly advised respecting their rights hereunder and act
accordingly promptly as circumstances will permit.

In testimony whereof we have hereunto set our hands and seals this the 28, day of Nov. A.D. 1925-

(Over)